

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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<b>In re</b>	: <b>Chapter 11 Case No.</b>
	:
<b>LEHMAN BROTHERS HOLDINGS INC., et al.,</b>	: <b>08-13555 (JMP)</b>
	:
<b>Debtors.</b>	: <b>(Jointly Administered)</b>
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	:
<b>TURNBERRY CENTRA SUB, LLC;</b>	: <b>Adversary Proc. No.</b>
<b>TURNBERRY CENTRA OFFICE SUB, LLC,</b>	:
<b>TURNBERRY RETAIL HOLDING, L.P.,</b>	: <b>09-01062 (JMP)</b>
<b>JACQUELYN SOFFER, and JEFFREY SOFFER,</b>	:
	:
<b>Plaintiffs</b>	:
	:
<b>v.</b>	:
	:
<b>LEHMAN BROTHERS HOLDINGS INC. and</b>	:
<b>LEHMAN BROTHERS BANK, FSB,</b>	:
	:
<b>Defendants</b>	:
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**FINAL CONSENT JUDGMENT**

**WHEREAS**, on or about February 27, 2009, plaintiffs Turnberry/Centra Sub, LLC, Turnberry/Centra Office Sub, LLC, Turnberry Retail Holding, L.P., Jacquelyn Soffer, and Jeffrey Soffer (together, “Turnberry” or “Plaintiffs”) commenced the above-captioned adversary proceeding by filing a complaint against defendants Lehman Brothers Holdings Inc. and Lehman Brothers Bank, FSB (together, “Lehman” or “Defendants”);

**WHEREAS**, on or about November 17, 2011, Plaintiffs filed an Amended Complaint against Defendants, alleging claims for (i) fraudulent inducement/fraudulent concealment, (ii) breach of contract; (iii) promissory estoppel, and (iv) unjust enrichment;

**WHEREAS**, on or about September 13, 2012, Defendants filed their Answer, Affirmative Defenses, and Counterclaims to Plaintiffs' Amended Complaint, alleging counterclaims against Plaintiffs for (i) borrowers' breach of contract; (ii) guarantor's breach of contract; and (iii) borrowers' unjust enrichment;

**WHEREAS**, on or about April 10, 2013, Plaintiffs filed their Second Amended Complaint;

**WHEREAS**, on or about April 24, 2013, Defendants filed their Motion to Dismiss Plaintiffs' Second Amended Complaint, which was subsequently granted by the Court on or about June 21, 2013;

**WHEREAS**, Plaintiffs and Defendants (together, the "Parties") have entered into a separate, confidential Settlement Agreement pursuant to which all issues and claims asserted between them have been duly and permanently resolved;

**WHEREAS**, the Parties have consented to entry of this final judgment ("Final Judgment") without a trial or final adjudication of any issue of fact or law.

**WHEREAS**, Plaintiffs waive any answer or defense which they may have, and hereby consent to the entry of the Final Judgment against them with respect to all claims in this adversary proceeding as set forth below.

**NOW, THEREFORE, IT IS HEREBY AGREED, ORDERED AND ADJUDGED THAT JUDGMENT** is entered as follows:

1. This Court has jurisdiction over the Parties and the subject matter of this adversary proceeding, and Plaintiffs consent to the jurisdiction of this Court to enter the Final Judgment as against them in this proceeding.

2. Final Judgment is hereby entered in favor of the Defendants/Counter-Plaintiffs against the Plaintiffs/Counter-Defendants on all claims asserted in this adversary proceeding as follows:
  - a. A declaratory judgment against Jeffrey Soffer and Jacquelyn Soffer for breach of contract;
  - b. A declaratory judgment that the Guaranty Agreement, dated July 25, 2007, made by Turnberry Retail Holding, L.P. for the benefit of Lehman Brothers Holdings Inc. is a valid agreement and that Turnberry Retail Holding, L.P. has breached its obligations under the Guaranty Agreement; and
  - c. A declaratory judgment that Plaintiffs were unjustly enriched at Lehman Brothers Holdings Inc.'s expense.
3. Each party shall bear its own costs of suit and attorneys' fees.
4. This Court shall have exclusive jurisdiction for the purpose of enabling any Party to apply to this Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, to modify or terminate any of its provisions, or to enforce compliance herewith.
5. Each undersigned Party has obtained the advice of counsel and is consenting and agreeing to all of the terms of this Final Judgment freely and voluntarily.
6. The Clerk of Court shall enter this Final Judgment promptly on the docket of the Court.

**AGREED AND CONSENTED TO:**

LEHMAN BROTHERS HOLDINGS INC.

By: /s/ Jonas Stiklorius  
Name: Jonas Stiklorius  
Title: Authorized Signatory

/s/ Jeffrey Soffer  
JEFFREY SOFFER

TURNBERRY CENTRA SUB, LLC

By: /s/ Mario A Romine  
Name: Mario A Romine  
Title: Authorized Signatory

TURNBERRY RETAIL HOLDING, L.P.

By: /s/ Mario A Romine  
Name: Mario A Romine  
Title: Authorized Signatory

/s/ Jacquelyn Soffer  
JACQUELYN SOFFER

TURNBERRY/CENTRA OFFICE SUB, LLC

By: /s/ Mario A Romine  
Name: Mario A Romine  
Title: Authorized Signatory

**AGREED AND CONSENTED TO FORM AND SUBSTANCE:**

**MEISTER SEELIG & FEIN LLP**

/s/ Christopher J. Major  
Stephen B. Meister  
Christopher J. Major  
Two Grand Central Tower  
140 East 45th Street  
19th Floor  
New York, NY 10017  
Tel: (212) 655-3500

*Attorneys for Plaintiff Turnberry Centra  
Sub, LLC, Turnberry Centra Office Sub,  
LLC, Turnberry Retail Holding, L.P.,  
Jacquelyn Soffer, and Jeffrey Soffer*

**WEIL, GOTSHAL & MANGES LLP**

/s/ Jacqueline Marcus  
Jacqueline Marcus  
WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

-and-

Edward Soto  
Edward McCarthy  
WEIL, GOTSHAL & MANGES LLP  
1395 Brickell Avenue, Suite 1200  
Miami, Florida 33131  
Telephone: (305) 577-3100  
Facsimile: (305) 374-7159

*Attorneys for Defendants Lehman Brothers  
Holdings Inc. and Lehman Brothers Bank, FSB*

**SO ORDERED:**

Dated: New York, New York  
January 31, 2014

s/ James M. Peck  
UNITED STATES BANKRUPTCY JUDGE